

## INVITATION FOR BID (IFB)

**Bid Event Number:** EVT0001716  
**Document Number:** IFB0000321  
**Replaces Contract:** EVT0000980  
**Date Mailed:** September 14, 2012  
**Closing Date:** October 19, 2012, 2:00 PM  
**Procurement Officer:** Tami Sherley  
**Telephone:** 785-296-3122  
**E-Mail Address:** [tami.sherley@da.ks.gov](mailto:tami.sherley@da.ks.gov)  
**Web Address:** <http://da.ks.gov/purch>  
**Item:** Insurance, Collection Property  
**Agency:** Kansas Historical Society  
**Period of Contract:** 12:01 am, January 1, 2013 through 12:01 am, January 1, 2015  
See Section C, Item 5 for alternate periods

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Event Number EVT0001716 was recently posted to the Procurement and Contracts' Internet website.  
**The document can be downloaded by going to the following website:**

<http://www.da.ks.gov/purch/RFQ/>

**It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/amendment(s).**

## SECTION A

1. Notice is hereby given that sealed proposals will be received for Property Insurance for the State of Kansas, Kansas Historical Society. Bids will be accepted **until 2:00 p.m., October 19, 2012**, at the office of the Director of Procurement and Contracts, Procurement and Contracts, Department of Administration, Landon State Office Building, 900 S.W. Jackson Street, Room 102 North, Topeka, Kansas 66612-1286. At said time, bids will be publicly opened and read aloud. Bids received after said time and date will be retained in the file unopened and not receive consideration.

**It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity, shall not excuse late bid submissions.**

2. Bids shall be submitted on forms furnished herewith. Additional bid forms and specifications may be obtained by addressing the Director of Procurement and Contracts, as above.
3. Questions requesting clarification of the Bid must be electronically submitted to the Procurement Officer (E-mail: [tami.sherley@da.ks.gov](mailto:tami.sherley@da.ks.gov)) by **noon on September 28, 2012**. Responses to any questions will be issued via Amendment and posted at the following website: <http://da.ks.gov/purch/Contracts/bids.aspx>
4. Wherever and whenever the word "State" is used, it shall mean the Committee on Surety Bonds and Insurance under whose authority this insurance will be purchased.
5. Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained in person for \$3.00. Bid results can also be obtained by sending (do not include with bid), a check for \$3.00 payable to the State of Kansas, with a self-addressed, stamped envelope to the Kansas Procurement and Contracts, Attn. Bid Results/Copies, 900 SW Jackson, Room 102-N., Topeka, KS 66612. Please reference quote number on check. Copies of individual bids may be obtained under the Kansas Open Records Act by sending an e-mail to [janet.miller@da.ks.gov](mailto:janet.miller@da.ks.gov) or calling 785-296-0002, requesting an estimate of the cost to reproduce the documents and remitting that amount to the above address. Upon receipt of the funds, the documents will be sent.
6. **CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL OR ENTITY THAT CONTROLS A COMPANY OR ORGANIZATION OR WILL PERFORM WORK UNDER THIS CONTRACT:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
8. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

EQUAL OPPORTUNITY CLAUSE

Pursuant to K.S.A., Chapter 44, Article 10, this agreement entitled "Equal Opportunity Clause" is hereby incorporated in and made a part of any contract of insurance issued as a result of this bid proposal.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry:
- (b) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer", or a similar phrase to be approved by the commission:
- (c) If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this Act, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by the contracting agency:
- (d) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
- (e) The contractor shall include the provisions of subsections (a) through (d) inclusively of the present section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**SECTION B**  
**SPECIAL PROVISIONS**

1. PROPOSALS:

Proposal forms submitted in response to this invitation for bids shall be delivered in a sealed envelope addressed to the Director of Procurement and Contracts, Procurement and Contracts, Department of Administration, Landon State Office Building, 900 S.W. Jackson Street, Room 102 North, Topeka, Kansas 66612-1286, and shall bear the name of the individual, partnership or corporation submitting the bid and shall be labeled, "Proposal for Collection Property Insurance."

Proposals shall be properly and completely executed on the proposal form furnished. (Section E, hereof).

Electronic modifications will be considered only if received prior to the closing time for receipt of proposals provided that written confirmation of the electronic modification, over the signature of the bidder, was mailed prior to the bid closing time. If written confirmation is not received within two (2) days after the closing time, no consideration will be given to the electronic modification.

2. AWARD OF CONTRACT:

Award will be made by the State to the lowest responsible bidder pursuant to the provisions of K.S.A. 75-3740 and 75-3740a.

3. REJECTION OF BIDS:

The State reserves the right to reject any and all bids. Bids may be rejected for failure of the bidder to comply with any of the requirements set forth in these specifications. The State may award on any of the requested options as may be deemed in its best interest. In the event all bids are rejected, the current insurer may be requested to extend coverage for a reasonable time necessary to permit coverage either to be re-bid or negotiated.

4. BINDING AUTHORITY:

The bidder shall have authority to bind coverage in accordance with his proposal.

## SECTION C

### SPECIFICATIONS

#### 1. SCOPE AND PURPOSE

These specifications are intended to cover the purchase of Collection Property Insurance for the Kansas State Historical Society (hereinafter referred to as the Society or the Insured), Topeka, KS, in accordance with the provisions of K.S.A. 75-2728.

#### 2. QUALIFICATIONS OF BIDDERS:

Each bidder, pursuant to K.S.A. Chapter 40, particularly K.S.A. 40-214 and pertinent Insurance Department Rules and Regulations, shall be a duly authorized representative of the insurance company for which the bid is submitted and such company must be properly licensed and admitted to transact the insurance business herein described in the State of Kansas.

Any agent participating in this bid shall be affiliated with a licensed agency appointed by that insurer in the State of Kansas. In the event the agent is individually licensed by an insurance company, the agent shall be appointed by that insurer in the State of Kansas. The required appointment shall occur no later than 30 days after the bid closing date or the policy period effective date, whichever come first.

#### 3. COVERAGE:

##### A. Museum, archeological donated, and ethnographic:

The insurance policy shall afford All Risk Coverage (including breakage) at 100% of fair market value or replacement cost at time of loss subject to applicable deductibles and limits.

##### B. Archeological, other than donated:

For the Archeological collections obtained through scientific investigations conducted by the Kansas State Historical Society Archeology Department and whose primary importance is that of historical integrity, their covered value shall be calculated by the cost of the initial recovery.

##### C. Loaned material at scheduled and unscheduled locations:

The insurance policy shall afford All Risk Coverage (including breakage) at 100% of fair market value or replacement cost at time of loss subject to applicable deductibles and limits.

Loan collections consist of property of others lent to the Museum and Archeology Departments which they have been instructed to insure. Loans may also include permanent collections of the Museum and Archeology Departments which are lent to other institutions which cannot provide insurance coverage.

##### D. Transit Coverage:

For the property of the Museum and Archeology Departments in transit to scheduled or unscheduled locations. For the property of others intended as loans or donations in transit to scheduled locations.

#### 4. CANCELLATION OF COVERAGE:

Pursuant to K.S.A. 75-4016, coverage purchased hereunder may not be cancelled by the insurance company or the Committee during the term of such contract unless a substitute contract upon the same terms and conditions covering the affected property is in force or the Committee determines the property affected no longer requires the coverage provided by the contract.

#### 5. POLICY PROVISIONS:

Any insurance issued as a consequence of this invitation to bid shall be for a two (2) year period beginning 12:01 a.m., January 1, 2013, to 12:01 a.m., January 1, 2015. Each bidder shall agree to furnish, if such bid is accepted, a binder of such coverage on or before the aforementioned date. Premium shall be quoted on an annual payment basis.

Bidders may also bid a one (1) year policy with one (2) annual renewal at rates, rating plans or discounts in use by the company at the time of renewal. The State prefers two (2) year policy terms and may give preference to this option.

As noted in Section B, Item 3, the State reserves the right to reject all bids. If such action is taken in subsequent bid offerings and of so requested by the State, the successful bidder for this offering agrees to extend this coverage for a reasonable time necessary to permit coverage either be re-bid or negotiated. Additional premium shall be calculated pro-rata based on the rates/premium applicable to the current policy. An appropriate endorsement shall be issued at that time which provides for the coverage extension.

6. ALTERNATE BIDS:

In the event the company wishing to bid this program cannot provide coverage as specified herein, it will be permissible to submit other alternate proposals for consideration if such alternates provide coverage equal to or greater than that provided in Exhibit A. Bids using deductible other than those specified must be clearly identified.

Alternate bids must be clearly identified as such with complete deductible information provided. **If a multi-year policy is being bid, an exact definition of how second and/or third year premium charges would be calculated must be identified.**

Policy forms and endorsements intended to be utilized by the company by virtue of the alternate bid must be consistent with filings made by or on behalf of the company. Any filings necessary to place the alternate bid into effect must be made pursuant to KSA 40-216 and other applicable statutes and regulations.

The company issuing the insurance under an alternate proposal permitted under this paragraph shall endorse the policy substantially as follows:

**"It is agreed that any claim for loss under this policy will be settled on terms not less favorable to the State of Kansas than those which would have applied had the coverage been provided by the forms prescribed in Paragraph 5, Section C of the bid specifications under which this policy was issued."**

7. FILINGS REQUIRED:

Since the attached contract (Exhibit A) has been promulgated by the State Committee on Surety Bonds and Insurance, pursuant to law, as the provisions to be purchased, the filing of such form is not required by the Commissioner of Insurance. Such insurance contract must be fully executed using an Inland Marine basic policy jacket and declarations page, with coverage summary and contract provisions of Exhibit A replacing all other provisions.

8. CLAIM FACILITIES:

The company issuing the insurance shall have and maintain adequate claim facilities in Kansas. Personnel from the claim service must be available as required by the State.

9. PREPARATION OF BIDS:

Bids shall be made on the proposal forms supplied herewith.

10. STATEMENT OF LOSSES:

The successful bidder must furnish itemized loss figures to the Kansas State Historical Society and the Procurement and Contracts on an annual basis. Upon request of the State, such information shall be available electronically using Microsoft Excel or other approved spreadsheet application.

11. UNDERWRITING INFORMATION:

A. History:

The Kansas State Historical Society was organized by prominent Kansas politicians, journalists and businessmen in 1875, just fourteen years after Kansas acquired statehood. The enabling statute, (75-

2701) was passed into law the same year. Since its inception, the Society has developed into several departments which are responsible for different parts of the Society's collection. The Museum Department and Archeology Department are responsible for all three-dimensional artifacts.

B. Museum Department:

The Museum's collection presently numbers around 117,771 artifacts pertaining to Kansas history and the American West. The decorative arts are well represented as are household articles, clothing, prints, paintings, and agricultural implements, all types of tools, guns, swords, campaign materials and vehicles.

Approximately 112,500 artifacts are presently located at the Kansas Museum of History.

Approximately 5,271 artifacts are distributed among twelve historic site properties as follows:

- (1) Constitution Hall State Historic Site
- (2) Cottonwood Ranch State Historic Site
- (3) First Territorial Capitol State Historic Site
- (4) Fort Hays State Historic Site
- (5) Goodnow House State Historic Site
- (6) Grinter Place State Historic Site
- (7) Hollenberg Station State Historic Site
- (8) John Brown Museum State Historic Site
- (9) Kaw Mission State Historic Site
- (10) Marais Des Cygnes Massacre State Historic Site (no artifacts)
- (11) Mine Creek Battlefield State Historic Site
- (12)
- (13) Pawnee Indian Village State Historic Site
- (14) Shawnee Indian Mission State Historic Site
- (15) William Allen White House State Historic Site

These historic site properties are owned by the Society and managed by the Historic Sites Division. The Society has drafted agreements with the Riley County (Goodnow House) and the Osawatomie City (John Brown Museum) governments to accept some measure of responsibility for operating and maintaining the buildings. There is a similar agreement with The Partners of First Territorial Capitol. The Museum and Archeology Departments are solely responsible for curating the artifacts.

The historic site properties occasionally accept artifacts on loan from individuals through curatorial approval of the Kansas Museum of History.

Approximately 200 artifacts are stored at the Society's warehouse, at 800 Urish Road, Topeka, Kansas. **The artifacts are objects that generally are too large to fit at the Kansas Museum of History. They include numerous farm equipment, horse drawn vehicles, metal and wood artifacts including building fragments and a helicopter.**

C. Archeology Department:

The Archeology Department's collection consists of some 7,025 linear feet of specimens of two types—archeological and ethnographic. The archeological specimens, the bulk of that material, are obtained directly by the department through excavations and surveys or by donation. The archeology department also curates approximately 215 cubic feet of archeological materials for Federal agencies. These agencies retain ownership but contract with KSHS to store and maintain their collections. The archeological materials consist of stone, pottery, bone, and shell artifacts, and vegetal materials from prehistoric Indian sites, circa 10,000 B.C. to A.D. 1541 as well as historic Euro-American specimens of metal, glass, etc., circa A.D. 1600 to 1950.

Ethnographic specimens are items originally collected from living American Indian groups and donated to the Society. This class consists of clothing, weapons, ornaments, gaming pieces, toys, etc. made of cloth, leather, feathers, glass beads, stone, bone, and metal.

All of the Archeology Department's collection is housed in the Center for Historical Research. Approximately 450 specimens are exhibited in the Kansas Museum of History. Some 1500 other specimens are in exhibits at Society historic site properties. The majority are at the Hollenberg Station,

Pawnee Indian Museum, Fort Hays, and Kaw Mission. A small number are at the First Territorial Capitol, and the Marais Des Cygnes Massacre State Historic Site and Mine Creek Battlefield. A highly significant sacred Pawnee medicine bundle is on exhibit at Pawnee Indian Village. Other specimens are on loan to county museums and researchers.

In reckoning the dollar value of the collection, the ethnographic and donated archeological specimens, which usually lack scientific integrity, are potentially marketable. Their worth can be based upon equivalent items in the private sector. All other archeological specimens, which have been collected under controlled scientific conditions, have demonstrable temporal and cultural integrity by their association with other specimens, habitational features, burials, etc., upon which significant interpretations can be made. Thus, each specimen is particularly unique. For such specimens, "value" will be based upon the initial cost of their recovery.

D. Loan Collection:

Loan collection insurance coverage requested is specified in the Coverage Summaries and the contract. The Kansas History Center, the historic site properties and certain unscheduled locations will be covered.

Examples of loaned artifacts at unscheduled locations:

1. Museum artifacts on exhibit at the Kansas Governor's Residence, Cedar Crest. The Museum receives requests from the Governor periodically for decorative arts and furniture to be displayed in the Mansion. The length of these loans is usually several years.
2. Museum artifacts on exhibit at the State Capitol.
3. A statue from the museum's collection is in a display case in the airport terminal in Topeka.
4. Museum artifacts are included in four exhibit cases in the Kansas Judicial Center in Topeka.
5. Museum artifacts, such as artwork, may be loaned to congressmen or women to be displayed in their official offices in Washington, DC. There are currently no loans of this type.
6. Contractors are hired for the conservation treatment of artifacts for exhibits. Objects will be removed by, or delivered to the contractors to carry out the work. We undertake one to two such loans per year for such objects as train and windmill parts, paintings, and paper, flags and clothing items.
7. Particular lots of archeological specimens are lent to institutions or to individual specialists for research or identification purposes. There are currently specimens on loan to individuals associated with six educational institutions.
8. Specific archeological specimens at unscheduled locations are:
  - \* Seventy archeological specimens to the Barton County Historical Society;
  - \* Archeological specimens, prehistoric stone and pottery artifacts, to the Dickinson County Historical Society;
  - \* Sixty-five specimens to the Ellsworth County Historical Society
  - \* Twenty specimens, including one fragment of chain mail armor (circa A.D. 1541) to the Rice County Historical Society;
  - \* Six archeological specimens, prehistoric stone and pottery artifacts (circa A.D. 700) to the Independence Museum, Independence, Kansas;
  - \* Eighty-nine historic metal, glass and crockery specimens to the Franklin County Historical Society,
  - \* Thirty-three specimens to the McPherson County Old Mill Museum,
  - \* Eighty-two specimens at four U.S. Army Corps of Engineers Lake office Facilities in Kansas,
  - \* Prehistoric and Historic specimens to researcher Anne Bauer



- \* Prehistoric ceramics to researcher Margaret Beck,
  - \* Prehistoric artifacts to researcher Tod Bevirt
  - \* Prehistoric artifacts on display to the Cherokee Strip Museum in Arkansas City, KS
  - \* Prehistoric artifacts to researcher Jim Feagins
  - \* Historic artifacts to researcher Marilyn Finke
  - \* Prehistoric artifacts to researcher Mark Latham
  - \* Prehistoric artifacts to researcher Steve Holen
  - \* Historic artifacts on display to the Depot in Lawrence, KS
  - \* One artifact, possibly Prehistoric, on display to the Lincoln County Museum, Lincoln KS
  - \* Prehistoric artifacts on display to the Meade County Museum, Meade, KS
  - \* Historic artifacts on display to the Miami County Museum, Paola, KS
  - \* Prehistoric artifacts on display to the Norton County Museum, Norton, KS
  - \* Ethnographic item on display to the Potawatomi Cultural Center, Shawnee, OK
  - \* Prehistoric artifacts to researcher Donna Roper
  - \* Prehistoric artifacts to researcher H. C. Smith
  - \* Prehistoric artifacts on display to the Stone Nature Center, Topeka, KS
9. The museum has produced several small traveling exhibits containing museum artifacts. These exhibits are packed by museum staff and transported by hired ground transport or by museum staff in rented vehicles.
10. The Archeology Office has produced several small traveling exhibits containing prehistoric and historic artifacts. These exhibits are packed by Archeology staff and transported by Archeology staff, Historic Sites staff, or private individuals.

E. Property of Others:

Property of others insurance coverage is specified in the Coverage Summaries and contract. In-transit coverage is also requested on property of others as specified in the coverage summary and contract page. Each year the Museum accepts hundreds of artifacts from donors. The Archeology Department receives up to 1,000 archeological artifacts as well as two to three ethnographic specimens from donors annually. Approximately one-third of these donations are transported by trained Society personnel using state vehicles or rented trucks.

F. Transit Coverage:

Transit coverage is requested for permanent collections, loan collections and the property of others, as listed on the Coverage Summaries and contract.

Examples of typical transit situations are:

Loaned objects transported via airfreight or hired ground transportation to and from their destinations. This occurs occasionally during the year.

Artifacts requested by the Governor or other state officials for display at the Governor's Residence or state offices. These are packed and transported by trained Museum personnel in state vehicles.

Transportation of loaned objects in Society vehicles by museum staff occurs often during the year. The objects are packed and handled by trained personnel.

Newly acquired archeological specimens in Society custody recovered from scientific excavation sites on state, county, municipal or private lands prior to their being transported to the Center for Historical Research. Authority to recover and permanently preserve such specimens from state, county or municipal lands in Kansas is granted to the Society under K.S.A. 5401-5405. When such material is recovered from private property, ownership is granted to the Society by written permission from the landowner. Normally specimen lots are transported to the Center for Historical Research during the course of a scientific excavation.

12. LOSS EXPERIENCE:

Collections records are available and open to inspection by making arrangements with Nikaela J. Zimmerman at the address, telephone, e-mail address, or fax numbers below.

Nikaela J. Zimmerman, Registrar, Kansas Museum of History, 6425 Southwest 6<sup>th</sup> Avenue, Topeka, Kansas 66615-1099, Telephone 785-272-8681, extension 407, Fax 785-272-8682, e-mail at [nzimmerman@kshs.org](mailto:nzimmerman@kshs.org).

IT IS THE RESPONSIBILITY OF THE BIDDING COMPANY TO EVALUATE AND VERIFY UNDERWRITING VARIABLES BASED ON THEIR OWN EXPERTISE.

For the period of 2000 to current, there have been no losses.

13. UNDERWRITING INFORMATION:

The current underwriter is AXA Art Insurance Company, with a \$1,000 deductible with an annual premium of \$2,500.

**SECTION D**  
**SECURITY INFORMATION AND LOSS INFORMATION**

1. Kansas History Center, 6425 SW 6 Ave., Topeka, Kansas 66615
  - 24 hour live security, cameras on all exterior doors and in galleries, motion detectors, door contact alarms, restricted access areas, key check out system, frequent patrols by Capitol Area Security Patrol cars.
2. John Brown Museum State Historic Site
  - Motion detectors and door contact alarms connected to local police department.
3. Constitution Hall State Historic Site
  - No security system installed at present.
4. First Territorial Capitol State Historic Site
  - Motion detectors and door contact alarms connected to Riley County Sheriff's Department.
  - Located on Fort Riley grounds.
5. Fort Hays State Historic Site
  - Motion detectors and smoke sensors monitored by a third party.
6. Goodnow House State Historic Site
  - No security system installed at present.
  - Located next to Riley County Historical Society Museum and monitored by their staff.
7. Grinter Place State Historic Site
  - Door contact alarms and motion detectors monitored by a third party.
8. Hollenberg Station State Historic Site Visitor's Center
  - Motion detectors monitored by third party.
9. Kaw Mission State Historic Site
  - Motion detectors and door contacts monitored by a third party.
10. Marais Des Cygnes State Historic Site
  - No security system installed at present.
11. Mine Creek Battlefield State Historic Site
  - Door contact alarms and motion detectors monitored by a third party.
12. Native American Heritage Museum at Highland Mission
  - Motion detectors and door contact alarms Monitored by a third party.
13. Shawnee Indian Mission State Historic Site
  - Fire and intrusion detection/alarm system. It covers the East and North Buildings. Monitored by third party. Alerts the local fire and police departments as well as the monitoring agency.
14. Pawnee Indian Village State Historic Site
  - Motion detectors and door contact alarms.
  - Site curator lives on site.
15. Cottonwood Ranch State Historic Site
  - Door contact alarms and motion detectors monitored by a third party.
16. William Allen White House State Historic Site
  - In the house, a fire and intrusion detection/alarm system exists throughout the entire structure. The alarm alerts the local fire/police departments as well as the monitoring agency (Protection One).
  - In the Visitor's Center, there is presently no fire or intrusion detection/alarm system.

Department of Administration  
Procurement and Contracts  
Landon State Office Building  
900 S.W. Jackson, Room 952S  
Topeka, KS 66612

We submit a proposal to furnish Property Insurance during the contract period in accordance with specifications. **I hereby certify that (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

NAME OF INSURANCE COMPANY \_\_\_\_\_

NAIC Number \_\_\_\_\_

\*NAME OF AUTHORIZED REPRESENTATIVE

(Individual - not agency) \_\_\_\_\_

NAME OF AGENCY \_\_\_\_\_

FEIN \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

\*Such individual must be authorized by the Kansas Insurance Statutes and Regulations to represent the above named Insurance Company.

**The undersigned submits the attached bid to furnish the requirements during the contract period in accordance with the specifications and attests this bidder is not in arrears in taxes due the State of Kansas. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed/Printed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

**SECTION E**

**BID SHEET**

**COVERAGE SUMMARY**

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**

Museum Department Collections

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>	<u>Premium Bid</u>
1. Scheduled location, blanket per occurrence	\$10,000	_____
2. Any other single location, blanket per occurrence	\$10,000	_____
3. In transit per vehicle, per occurrence	\$25,000	_____

**Loan Collection Items**

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	\$250,000	_____
2. Any other scheduled location, blanket per occurrence	\$25,000	_____
3. Any other single location, blanket per occurrence	\$25,000	_____
4. In transit, per vehicle, per occurrence	\$25,000	_____

**Property of Others**

1. Any scheduled location	\$100,000	_____
2. In transit, per vehicle, per occurrence	\$25,000	_____

**Deductibles**

\$500 Loan Collection  
\$500 Property of Others  
\$500 Permanent Collections (where covered)

Total Annual Premium: **Museum Collections** \_\_\_\_\_

Check which term is being bid:

Two (2) Year with annual rerate	
One (1) Year with one (1) one (1) year renewal	
One (1) Year	

COVERAGE SUMMARY

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**

**Archeology Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>	<u>Premium Bid</u>
Archeological Collections		
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000	_____
2. Any other scheduled location, blanket per occurrence	10,000	_____
3. Any other single location, blanket per occurrence	10,000	_____
4. In transit per vehicle, per occurrence	25,000	_____

**Ethnographic Collections**

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	10,000	_____
2. Any other scheduled location, blanket per occurrence	10,000	_____
3. Any other single location, blanket per occurrence	10,000	_____
4. In transit, per vehicle, per occurrence	25,000	_____

**Property of Others**

1. Any scheduled location	10,000	_____
2. In transit, per vehicle, per occurrence	25,000	_____

**Deductibles**

\$500	Loan Collection
\$500	Property of Others
\$500	Permanent Collections (where covered)

Total Annual Premium: **Archeology** Collections \_\_\_\_\_

Total Annual Premium: Museum **and** Archeology Collections \_\_\_\_\_

COVERAGE SUMMARY

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**

**Museum Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>	<u>Premium Bid</u>
1. Scheduled location, blanket per occurrence	10,000	_____
2. Any other single location, blanket per occurrence	10,000	_____
3. In transit per vehicle, per occurrence	25,000	_____

**Loan Collection Items**

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	250,000	_____
2. Any other scheduled location, blanket per occurrence	25,000	_____
3. Any other single location, blanket per occurrence	25,000	_____
4. In transit, per vehicle, per occurrence	25,000	_____

**Property of Others**

1. Any scheduled location	100,000	_____
2. In transit, per vehicle, per occurrence	25,000	_____

**Deductibles**

\$1,000	Loan Collection
\$1,000	Property of Others
\$1,000	Permanent Collections (where covered)

Total Annual Premium: **Museum Collections** \_\_\_\_\_

Check which term is being bid:

Two (2) Year with annual rerate	
One (1) Year with one (1) one (1) year renewal	
One (1) Year	

COVERAGE SUMMARY

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**

**Archeology Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>	<u>Premium Bid</u>
<u>Archeological Collections</u>		
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000	_____
2. Any other scheduled location, blanket per occurrence	10,000	_____
3. Any other single location, blanket per occurrence	10,000	_____
4. In transit, per vehicle, per occurrence	25,000	_____

**Ethnographic Collections**

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	10,000	_____
2. Any other scheduled location, blanket per occurrence	10,000	_____
3. Any other single location, blanket per occurrence	10,000	_____
4. In transit, per vehicle, per occurrence	25,000	_____

**Property of Others**

1. Any scheduled location	10,000	_____
2. In transit, per vehicle, per occurrence	25,000	_____

**Deductibles**

\$1,000	Loan Collection
\$1,000	Property of Others
\$1,000	Permanent Collections (where covered)

Total Annual Premium: **Archeology** Collections \_\_\_\_\_

Total Annual Premium: Museum **and** Archeology Collections \_\_\_\_\_



Museum Coverage Summary 1

**EXHIBIT A**

*COVERAGE SUMMARY*

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**  
**Museum Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>
1. Scheduled location, blanket per occurrence	10,000
2. Any other single location, blanket per occurrence	10,000
3. In transit per vehicle, per occurrence	25,000
 <u>Loan Collection Items</u>	
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	250,000
2. Any other scheduled location, blanket per occurrence	25,000
3. Any other single location, blanket per occurrence	25,000
4. In transit, per vehicle, per occurrence	25,000
 <u>Property of Others</u>	
1. Any scheduled location	100,000
2. In transit, per vehicle, per occurrence	25,000
 <u>Deductibles</u>	
\$500      Loan Collection	
\$500      Property of Others	
\$500      Permanent Collections (where covered)	

Museum Coverage Summary 2

**EXHIBIT A**

*COVERAGE SUMMARY*

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**  
**Museum Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>
1. Scheduled location, blanket per occurrence	10,000
2. Any other single location, blanket per occurrence	10,000
3. In transit per vehicle, per occurrence	25,000

<u>Loan Collection Items</u>	
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave. Topeka, KS 66615	250,000
2. Any other scheduled location, blanket per occurrence	25,000
3. Any other single location, blanket per occurrence	25,000
4. In transit, per vehicle, per occurrence	25,000

<u>Property of Others</u>	
1. Any scheduled location	100,000
2. In transit, per vehicle, per occurrence	25,000

<u>Deductibles</u>	
\$1,000	Loan Collection
\$1,000	Property of Others
\$1,000	Permanent Collections (where covered)

Archeology Coverage Summary 1

COVERAGE SUMMARY

**LIMITS OF LIABILITY**  
**Kansas State Historical Society**  
**Archeology Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>
Archeological Collections	
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000
2. Any other scheduled location, blanket per occurrence	10,000
3. Any other single location, blanket per occurrence	10,000
4. In transit, per vehicle, per occurrence	25,000

Ethnographic Collections

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000
2. Any other scheduled location, blanket per occurrence	10,000
3. Any other single location, blanket per occurrence	10,000
4. In transit, per vehicle, per occurrence	25,000

Property of Others

1. Any scheduled location	10,000
2. In transit, per vehicle, per occurrence	25,000

Deductibles

\$500	Loan Collections
\$500	Property of Others
\$500	Permanent Collections (where covered)

## Archeology Coverage Summary 2

### COVERAGE SUMMARY

#### **LIMITS OF LIABILITY** **Kansas State Historical Society** **Archeology Department Collections**

Insured Property while at the following locations:

<u>Permanent Collection Items</u>	<u>Limits of Liability</u>
Archeological Collections	
1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000
2. Any other scheduled location, blanket per occurrence	10,000
3. Any other single location, blanket per occurrence	10,000
4. In transit, per vehicle, per occurrence	25,000

#### Ethnographic Collections

1. Kansas History Center, 6425 SW 6 <sup>th</sup> Ave., Topeka, KS	10,000
2. Any other scheduled location, blanket per occurrence	10,000
3. Any other single location, blanket per occurrence	10,000
4. In transit, per vehicle, per occurrence	25,000

#### Property of Others

1. Any scheduled location	10,000
2. In transit, per vehicle, per occurrence	25,000

#### Deductibles

\$1,000	Loan Collections
\$1,000	Property of Others
\$1,000	Permanent Collections (where covered)

Property Covered:

This agreement protects Society Collections indicated on the Coverage Summary pages against all risk of physical loss or damage, including breakage. Society Collections are property of rarity of artistic, scientific or historic significance. This includes paintings, statuary, historic artifacts, reproductions, props and other property normally used in Society programming. Frames, glasses, shadow boxes and other protective enclosures used to display the property are also covered.

Limitations of coverage will be explained later in this agreement.

Property Excluded:

The following is excluded from coverage hereunder:

Building, equipment and tools; furniture and fixtures, which are not part of the collections or not used for the display of collections of the Insured; securities; money other than numismatic property; packing material and supplies.

Permanent Collection:

The permanent collection consists of Society property and is covered at scheduled locations. It is covered at any other single location except when it is on loan and covered by the borrowing institution's insurance policy. The permanent collection is also covered while in transit to and from another location.

Permanent collections are covered up to the separate limits shown in the Coverage Summary for scheduled locations, other locations and in transit.

Loan Collection:

The loan collection consists of property of others lent to the museum or archeology departments which they must insure. The loan collection includes property on extended and temporary loans. Loaned property is covered on a "wall to wall" basis, whether or not on exhibit "wall to wall" coverage extends from the time insured property is shipped from the lender until it's returned to the lender or elsewhere at the lender's request.

The loan collection is covered to the limits shown in the Coverage Summary for scheduled locations, other locations and in transit.

Property of Others:

Coverage includes, but is not limited to, the property of others offered to the Insured for donation, for purchase or for research, and while in transit.

The property of others is covered to the limits shown in the Coverage.

Who's Protected Under This Agreement?

While this agreement is in effect, the Insured's interest and the interest of the owners of covered property will be covered. The interest of transportation carriers, packers, or shippers will not be covered. Nor will the interest of others having temporary custody of property for storage or for repairing, retouching or restoring process.

Coverage locations:

The continental United States, Alaska, Hawaii, Canada, and in transit between these places.

Perils Insured:

All risk of physical loss of or damage to the insured property, including breakage, except as hereinafter provided.

Exclusions:

Wear-deterioration-pests: Loss or damage resulting from any of the following causes:

Wear and tear;  
Gradual deterioration; or  
Insect or animal pests like termites, moths or mice.

Inherent nature/Inherent Vice: Loss or damage resulting from a quality in the property that causes it to deteriorate or to destroy itself.

Extremes of temperature or humidity: Loss or damage that results because covered property is kept at a location that isn't protected from extremes of humidity or temperature, unless the loss or damage results directly from another covered peril. For example mold or mildew damage to a painting is not covered unless that damage was directly caused by flooding or a leaking water pipe.

Repair: Loss or damage resulting from any repairing, restoration, or retouching process performed by a trained Conservator or under his or her direction if the loss results from this work, unless the work results in a loss that would otherwise be covered.

U. S. Mail: Loss or damage to property sent by U. S. Mail unless it's sent by registered or by first class mail.

Inventory shortage: Inventory shortage means a loss reflected in the insured's records, but undetermined where, when or how the loss occurred.

Fidelity: Loss caused by fraudulent, dishonest or criminal acts or series of related acts committed by Society officers or employees even if there are others involved, carriers for hire excepted.

"On deck" shipments: Loss or damage to property shipped under an "on deck" Bill of Lading.

Nuclear activity: Loss caused by nuclear reaction, nuclear radiation, or radioactive contamination. These causes of loss are not considered fire, smoke, explosion, or any other insured peril. Direct loss by fire resulting from nuclear reaction, nuclear radiation or radioactive contamination would be covered under this agreement.

War and government seizure: Loss caused by:

War (declared or undeclared), invasion, insurrection, rebellion, revolution, civil war, seizure of power, or anything done to hinder or defend against these actions;  
Seizure or destruction of property under quarantine or Customs regulations, or confiscation by any government or public authority.  
Illegal transportation or trade.

Loss or damage caused by theft: Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft is the result of forced entry. This exclusion does not apply to the property of the Insured in the custody of carriers for hire.

Setting a Value on Property: If there is a covered loss of Museum Department or Archeology Department ethnographic or archeological donated collections, the value of covered property is considered the fair market value of the insured's interest in the property, at the time of loss. The Insured will contact a qualified appraiser or appraisers to assist in establishing the fair market value of the insured's interest on the property as soon as practicable after the discovery of such loss, damage or occurrence.

The **Appraisal** Loss Condition is replaced by the following:

If the Company and the Insured disagree on the value of the property or the amount of loss, either may make a written request for an appraisal of the loss. **However, an appraisal will be made only if both parties agree, voluntarily, to have the loss appraised.** If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. **A decision agreed to by any two will be binding.** Each party will:

Pay its chosen appraiser; and

Bear the other expenses of the appraisal and umpire equally.

Notice of Loss: The Insured will as soon as practicable report in writing to the Company or its Agent every loss, damage or occurrence which may give use to a claim under this policy and will also file with the company or its Agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

Loaned Property: Property which the lender has instructed the Insured to insure or for which the Insured may be liable will be valued at the amount agreed upon by the Insured and the owner. If a value was not agreed upon in advance, the Insured and the Company will agree upon a value based on the fair market value at the time of loss.

Pairs and Sets: There may be a total loss of one or more articles which are part of a pair or set. The Insured may be paid the fair market value of the pair or set up to the coverage limits and give the Company whatever remains of the pair or set. The Insured may otherwise keep the portion of the pair or set that is undamaged and be paid the fair market value of that portion of the pair or set that was lost or destroyed.

Contemporary Art: Some contemporary art is designed by artists and then constructed by them or by technicians. If such work can be repaired or replaced to the artist's specifications the Company will pay the cost of repair or replacement.

Buy Back Option: If property for which the Company has already paid is recovered the Insured has the right to buy the property back. If the property is not damaged, the Insured will pay the same amount, plus an amount for loss adjustment, recovery expenses and interest.

If the Insured was paid for a total loss on damaged property, it will have the right to buy back the damaged property at the fair market value of the damaged property at the time of re-purchase.

The Company will notify the Insured of an opportunity to buy back damaged or recovered property. The Insured will have 60 days from the time of notification to repurchase the property.

Settlement of Loss: All adjusted claims will be paid or made good to the insured or to the owners of the covered property within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss or damage at the Company's office.

Deductible: The Coverage Summaries show deductibles for permanent and loan collections and for

property of others. The Insured is responsible up to that amount for each occurrence.

Other Insurance: Other insurance may be available to cover a loss. This coverage will pay the amount of loss left, after the other insurance coverage adjustment, up to the limit in the Coverage Summary.

This section doesn't apply to insurance that the owners of loaned property may have unless the Insured or the owner has already collected the loss from others.

Excess Insurance: Permission is hereby granted to the Insured to carry Excess Insurance. Excess Insurance is insurance that applies after the limits of coverage under this agreement are used up. Excess Insurance will be reported to the Company as soon as practicable after it is acquired.

Other Rules for This Agreement:

Packing: Insured property will be packed and unpacked by trained staff members.

Duties of the Insured: The Insured will, to the best of their ability, use due diligence to protect the insured property against loss or damage.

Preserving Rights: The Insured must, to the best of their ability, preserve any rights to recover their loss from others or the Company will not cover the loss. The Insured can, however, accept ordinary bills of lading from a shipper, even if they limit the carrier's liability for losses.

The Company won't attempt to recover any loss from museums or other borrowers of covered property. The Company must approve any written release from responsibility of loss to any borrower other than a museum.

Conflicting Terms: The terms and conditions of this agreement apply whenever they are in conflict with any other terms or conditions in the insured's policy.

Conformity to Statute: Any terms of this policy which are in conflict with the statutes of the State of Kansas are hereby amended to conform to such statutes.

Expenses for Reducing Loss: When a covered loss occurs, the Insured will do everything possible to protect the property from further damage and keep a record of expenses. The Company will cover a share of reasonable and necessary expenses incurred to reduce the loss or protect covered property from further damage in the proportion to which it will benefit.

Insurance for the Insured's Benefit: This insurance is for the Insured's benefit. No third party having temporary possession of property can benefit directly or indirectly from it.

Certificate of Insurance: The Company may issue certificates of insurance, granting the Insured authority to give these certificates to lenders.

Canceling the Policy: Except as provided by K.S.A.-1982 Supp., 75-4106, this policy may be canceled by the Company by mailing to the Insured at the address shown in this policy or last known address, written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective; provided that in the event of nonpayment of the premium, such notice will state when not less than five (5) days thereafter such cancellation will be effective. As respects property in transition on the date of cancellation, coverage hereunder will extend until arrival of said property at its consigned destination.

Premium adjustment may be made at the time cancellation is effected and, if not then made, will be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid will be a sufficient tender of any refund or premium due to the Insured.

Reinstatement Clause: In the event of a loss under the insurance, the amount of such loss is automatically reinstated immediately without an additional premium and the insurance will remain in force for the full amounts set out herein subject to the terms and conditions of this insurance.

Calculation of Premium: All premiums for this policy are computed in accordance with the company's rules, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The premium is



payable at each anniversary, and such premium is determined on the basis of the rates in effect at the anniversary date, subject to the same discount, if any, applied to the first annual premium.

## **SCHEDULED LOCATIONS**

1. Kansas History Center (including Kansas Museum of History, Center for Historical Research, Koch Education Center/Potawatomie Baptist Mission, and Stach School), 6425 SW 6<sup>th</sup> Avenue, Topeka, Kansas 66615
2. Kansas State Historical Society Warehouse, 800 Urish Road, Topeka, Kansas 66615
3. John Brown Museum State Historic Site, P.O. Box 37, Osawatomie, Kansas 66064-0275
4. Constitution Hall State Historic Site, P.O. Box 198, 319 Elmore, Lecompton, Kansas 66050
5. Cottonwood Ranch State Historic Site, R.R. 1, Box 57M, Studley, Kansas 67740-9326
6. First Territorial Capitol State Historic Site, P.O. Box 2122 Fort Riley, Kansas 66442-0122
7. Fort Hays State Historic Site, 1472 Hwy. 183 Alt, Hays, Kansas 67601-9212
8. Goodnow House State Historic Site, 2309 Claflin Road, Manhattan, Kansas 66502-3539
9. Grinter Place State Historic Site, 1420 S. 78<sup>th</sup> St., Kansas City, Kansas 66111-3208
10. Hollenberg Station State Historic Site, 2889 23<sup>rd</sup> Rd., Hanover, Kansas 66945-9634
11. Kaw Mission State Historic Site, 500 N. Mission, Council Grove, Kansas 66846
12. Marais des Cygnes Massacre State Historic Site, 26426 E. 1700 Road, Pleasanton, Kansas 66075
13. Pawnee Indian Village State Historic Site, 480 Pawnee Trail, Republic, Kansas 66964-9618
14. Shawnee Indian Mission State Historic Site, 3403 W. 53<sup>rd</sup>, Fairway, Kansas 66205-2654
15. William Allen White House State Historic Site, 927 N. Exchange St., Emporia, Kansas 66801-3040

## Rating Information

### Exhibit B

#### Fire And Extended Coverage Rating Information

**LOCATION:** Center for Historical Research  
Kansas History Center  
6425 S. W. 6<sup>th</sup> Ave.  
Topeka, Kansas 66615

**AGE:** Constructed between 1993 and 1995

**HEIGHT:** Two stories

**AREA:** 80,000 sq. ft.

**EXTERIOR WALLS:** Concrete column and concrete block faced with limestone

**ROOF:** Wood timber trusses, wood decking and standing seam metal

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**LOCATION:** Kansas Museum of History  
Kansas History Center  
6425 S.W. 6<sup>th</sup> Ave.  
Topeka, Kansas 66615

**AGE:** Constructed 1981-1983

**HEIGHT:** One Story

**AREA:** 89,650 sq. ft.

**EXTERIOR WALLS:** Steel stud and concrete block structure faced with native limestone

**ROOF:** Concrete covered with a latex sheet

---

**LOCATION:** Kansas State Historical Society Warehouse  
800 Urish Road  
Topeka, Kansas 66615

**AGE:** Constructed 1979

**HEIGHT:** One Story

**AREA:** 9,100 sq. ft.

**EXTERIOR WALLS:** Metal sheeting

**ROOF:** Metal sheeting

---

**LOCATION:** John Brown Museum State Historic Site  
Box 37  
Osawatomie, Kansas 66064-0275

**AGE:** Pergola constructed in 1928

**HEIGHT:** Two Story

**AREA:** 1,248 sq. ft.

**EXTERIOR WALLS:** Native Stone

**ROOF:** Built up construction covered with tar and aluminum finish

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**LOCATION:** Constitution Hall State Historic Site  
P. O. Box 198  
319 Elmore  
Lecompton, Kansas 66050

**AGE:** Constructed in 1856

**HEIGHT:** 18 ft.

**AREA:** 2450 sq. ft.

**EXTERIOR WALLS:** Wood Frame

**ROOF:** Wood framing/wood shingle roof

---

**LOCATION:** First Territorial Capitol State Historic Site  
P. O. Box 2122  
Fort Riley, Kansas 66442-0122

**AGE:** Constructed 1855

**HEIGHT:** Two Story

**AREA:** 4,200 sq. ft.

**EXTERIOR WALLS:** Native Limestone

**ROOF:** Frame and wood shingles

---

**LOCATION:** Fort Hays State Historic Site – Guardhouse  
1472 Hwy. 183 Alt.  
Hays, Kansas 67601-9212

**AGE:** Constructed 1872

**HEIGHT:** One Story

**AREA:** 1,880 sq. ft.

**EXTERIOR WALLS:** Native Limestone

**ROOF:** Frame with wood shingles

---

**LOCATION:** Fort Hays State Historic Site – Officer's Quarters #2  
1472 Hwy. 183 Alt  
Hays, Kansas 67601-9212

**AGE:** Constructed between 1867 – 1869

**HEIGHT:** Two Story

**AREA:** 1,620 sq. ft.

**EXTERIOR WALLS:** Wood Frame

**ROOF:** Frame with wood shingles

---

**LOCATION:** Fort Hays State Historic Site – Officer's Quarters 3  
1472 Hwy. 183 Alt  
Hays, Kansas 67601-9212

AGE: Constructed between 1867 – 1869  
HEIGHT: Two Story  
AREA: 1,620 sq. ft.  
EXTERIOR WALLS: Wood Frame  
ROOF: Frame with wood shingles

---

**LOCATION:** Fort Hays State Historic Site – Blockhouse  
1472 Hwy. 183 Alt  
Hays, Kansas 67601-9212

AGE: Constructed 1867  
HEIGHT: Two Story  
AREA: 1,863 sq. ft.  
EXTERIOR WALLS: Native Limestone  
ROOF: Frame and wood shingles

---

**LOCATION:** Fort Hays State Historic Site – Visitor's Center  
1472 Hwy. 183 Alt  
Hays, Kansas 67601-9212

AGE: Constructed in 1969  
HEIGHT: One Story  
AREA: 1,714 square ft.  
EXTERIOR WALLS: Stone and frame  
ROOF: Built up and covered tar and gravel

---

**LOCATION:** Goodnow House State Historic Site  
2309 Claflin Road  
Manhattan, Kansas 66502-3539

AGE: House constructed 1861 – 1868  
HEIGHT: Two Story  
AREA: 2,121 sq. ft.  
EXTERIOR WALLS: Native stone  
ROOF: Frame with wood shingles

---

**LOCATION:** Goodnow House State Historic Site – Carriage House  
2309 Claflin Road  
Manhattan, Kansas 66502-3539

AGE: Constructed in 1955  
HEIGHT: One Story  
AREA: 320 sq. ft.  
EXTERIOR WALLS: Wood Frame

ROOF: Frame with wood shingles

---

LOCATION: Grinter Place State Historic Site  
1420 South 78<sup>th</sup> St.  
Kansas City, Kansas 66111-3208

AGE: Constructed in 1857

HEIGHT: Two Story

AREA: 3,729 sq. ft. (including basement)

EXTERIOR WALLS: Red brick, walnut timbers

ROOF: Frame with wood shingles

---

LOCATION: Grinter Place State Historic Site – Visitor's Center  
1420 South 78<sup>th</sup> St.  
Kansas City, Kansas 66111-3208

AGE: Constructed in 1985

HEIGHT: Two Story

AREA: 5,000 sq. ft.

EXTERIOR WALLS: Wood Frame

ROOF: Frame with asphalt shingles

---

LOCATION: Hollenberg Station State Historic Site – Visitor's Center  
2889 23<sup>rd</sup> Rd.  
Hanover, Kansas 66945-9634

AGE: Constructed in 1996

HEIGHT: 1 Story with partial unfinished basement

AREA: 1,222 sq. ft.

EXTERIOR WALLS: Wood Frame

ROOF: Wood frame and wood shingles

LOCATION: Hollenberg Station State Historic Site – Station  
2889 23<sup>rd</sup> Rd.  
Hanover, Kansas 66945-9634

AGE: Constructed in 1855

HEIGHT: 1 Story with partial unfinished basement

AREA: 1,560 sq. ft.

EXTERIOR WALLS: Wood Frame

ROOF: Wood frame and wood shingles

---

LOCATION: Kaw Mission State Historic Site  
500 North Mission  
Council Grove, Kansas 66846-1433

AGE: Constructed in 1850 – 1851  
HEIGHT: Two Story  
AREA: 3,161 sq. ft. (includes basement)  
EXTERIOR WALLS: Native Stone  
ROOF: Frame with wood shingles

---

**LOCATION:** Kaw Mission State Historic Site – Indian House  
500 N. Mission  
Council Grove, Kansas 66846-1433

AGE: Constructed in 1953  
HEIGHT: One Story  
AREA: 273 sq. ft.  
EXTERIOR WALLS: Native Stone  
ROOF: Frame with wood shingles

---

**LOCATION:** Native American Heritage Center at Highland Mission  
1737 Elgin Road  
Highland, Kansas 66035-9801

AGE: Constructed in 1846  
HEIGHT: Three Stories  
AREA: 5,608 sq. ft.  
EXTERIOR WALLS: First Story – native stone  
Second through Third stories – red brick  
ROOF: Frame with wood shingles

---

**LOCATION:** Native American Heritage Center at Highland Mission – Addition  
R. R. 1, Box 152C  
Highland, Kansas 66035-9801

AGE: Constructed in 1995  
HEIGHT: Three stories  
AREA: 1,620 sq. ft.  
EXTERIOR WALLS: Concrete and masonry units  
ROOF: Frame with asphalt shingles

---

**LOCATION:** Marais Des Cygnes Massacre State Historic Site  
26426 E. 1700 Road  
Pleasanton, Kansas 66075-9487

AGE: Constructed in 1870  
HEIGHT: Three Story

AREA: 1,624 sq. ft.  
EXTERIOR WALLS: Native stone  
ROOF: Frame with wood shingles

---

LOCATION: Pawnee Indian Village State Historic Site  
480 Pawnee Trail  
Republic, Kansas 66964-9618

AGE: Constructed in 1967

HEIGHT: One Story

AREA: Approximately 8,000 sq. ft.

EXTERIOR WALLS: Rubble and Field Stone

ROOF: Plywood, Felt, and Built up tar and Gravel and Work Shake Shingles

---

LOCATION: East, West and North Buildings – Shawnee Indian Mission State Historic Site  
3403 West 53 Street  
Fairway, Kansas 66205-0867

AGE: West Building Constructed 1839  
East Building Constructed 1841, remodeled 2004-2006  
North Building Constructed 1845, remodeled 2004-2006

HEIGHT: West – Two Stories  
East – Three Stories  
North – Two Stories

AREA: West – 2,380 sq. ft.  
East – 6,192 sq. ft.  
North – 3,552 sq. ft.

EXTERIOR WALLS: All Brick

ROOF: All frame with wood shingles

---

LOCATION: William Allen White House State Historic Site  
927 N. Exchange St.  
Emporia, Kansas 66801-3040

AGE: Constructed in 1892

HEIGHT: Three Stories

AREA: 6,000 sq. ft.

EXTERIOR WALLS: Stone, brick, wood frame

ROOF: Frame with slate

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LOCATION: William Allen White House State Historic Site – Visitor's Center  
927 N. Exchange St.  
Emporia, Kansas 66801-3040

AGE: Constructed in 2002

HEIGHT: One Story

AREA: 1,100 sq. ft.

EXTERIOR WALLS:

Fiber cement siding on wood frame

ROOF:

Fire-Resistance Class A fiberglass composition shingles on wood frame



State of Kansas  
Department of Administration  
DA-146a (Rev. 10-11)

### CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement